

1 ROBERT S. BREWER, JR.
2 United States Attorney
3 DAVID J. RAWLS
4 Assistant U.S. Attorney
5 District of Columbia Bar No. 974620
6 Office of the U.S. Attorney
7 880 Front Street, Room 6293
8 San Diego, CA 92101
9 Telephone: (619) 546-7966
10 Email: david.rawls@usdoj.gov

11 Attorneys for Plaintiff
12 United States of America

13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18 \$269,952.56 FROM WELLS FARGO
19 BANK ACCOUNT NUMBER ##0293;

20 \$536,422.59 FROM WELLS FARGO
21 BANK ACCOUNT NUMBER ##0285;

22 REAL PROPERTY LOCATED AT 5043
23 BLUFF, PL, EL CAJON, CA 92020;

24 Defendants.

25 Case No. '19CV2171 BEN MDD

26 **COMPLAINT FOR FORFEITURE**

27 By way of complaint against the Defendants, \$269,952.56 seized from Wells Fargo
28 Bank account number ending in ##0293; \$536,422.59 seized from Wells Fargo Bank
29 account number ending in ##0285; and Real Property located at 5043 Bluff Place, El Cajon,
30 California 92020, Plaintiff, UNITED STATES OF AMERICA alleges:

31 **I. NATURE OF THE ACTION**

32 1. This is a civil action in *rem* brought against the Defendants to enforce the
33 provisions of Title 18, United States Code, Section 981(a)(1)(C), because the Defendants
34 are subject to forfeiture as any property, real or personal, which constitutes or are derived,
35 from proceeds traceable to violations of Title 18, United States Code, Section 1349
36 (Conspiracy to Commit Wire/Mail Fraud and Health Care Fraud); and Title 18,

1 United States Code, Section 1347 (Health Care Fraud); and Title 42, United States Code,
2 Section 1320-7b(b)(2)(A) (Anti-Kickback Statute); and Title 18, United States Code,
3 Section 1956 (Laundering Monetary Instruments); and Title 18, United States Code,
4 Section 1957 (Transacting in Criminal Proceeds); or any violation of any offense
5 constituting a “specified unlawful activity” as defined in Title 18, United States Code,
6 Section 1956(c)(7), or a conspiracy to commit such offense.

7 2. The Defendants are also subject to forfeiture under Title 18, United States
8 Code, Section 981(a)(1)(A) as any property, real or personal, involved in a transaction or
9 attempted transaction in violation of Title 18, United States Code, Section 1956, or
10 Title 18, United States Code, Section 1957.

11 3. Title 18, United States Code, Section 981(a)(2)(A) defines “proceeds” for
12 cases involving illegal goods, illegal services, unlawful activities, and telemarketing and
13 health care fraud schemes, as “property of any kind obtained directly or indirectly, as the
14 result of the commission of the offense giving rise to forfeiture, and any property traceable
15 thereto, and is not limited to the net gain or profit limited realized from the offense.”

II. JURISDICTION AND VENUE

17 4. This Court has original jurisdiction of this civil action under Title 28,
18 United States Code, Section 1345 because it has been commenced by the United States,
19 and under Title 28, United States Code, Section 1355(a), because it is an action for the
20 recovery and enforcement of a forfeiture under an Act of Congress.

21 5. Venue is proper pursuant to Title 28, United States Code, Section 1335(b)
22 because acts and omissions giving rise to this forfeiture action occurred in the Southern
23 District of California, and under Title 28, United States Code, Section 1395 because the
24 property was found and is located in this district.

III. PARTIES

26 6. Plaintiff is the United States of America.

27 7. Defendant is \$269,952.56 in U.S. currency seized from Wells Fargo Bank
28 account number ending in ##0293 on May 15, 2019 pursuant to a seizure warrant signed

1 by the Honorable Michael S. Berg. Wells Fargo Bank account number ##0293 was
2 registered to Universal Medical Solutions, LLC. The signers on the account were Anthony
3 Duane Bell, Sr. and Anthony Duane Bell, Jr.

4 8. Defendant is \$536,422.59 in U.S. currency seized from Wells Fargo Bank
5 account number ending in ##0285 on April 8, 2019 pursuant to a seizure warrant signed by
6 the Honorable Andrew G. Schopler. Wells Fargo Bank account number ##0285 was
7 registered to Universal Medical Solutions, LLC. The signers on the account were Anthony
8 Duane Bell, Sr. and Anthony Duane Bell, Jr.

9 9. Defendant is Real Property located at 5043 Bluff Place, El Cajon, California
10 92020. The Real Property is owned by Anthony Duane Bell, Sr. and Tamara Sherra Bell,
11 as joint tenants in common. The Real Property is more fully described in paragraph
12 108 below.

IV. RELEVANT PARTIES

14 10. Anthony Duane Bell, SR. (BELL SR.) was the co-owner of Universal Medical
15 Solutions, LLC.

16 11. Anthony Duane Bell, Jr. (BELL JR.) was the co-owner of Universal Medical
17 Solutions, LLC. BELL JR. is the son of BELL SR.

18 12. Universal Medical Solutions, LLC was a company that sold durable medical
19 equipment (DME) and submitted claims to Medicare for reimbursement. Universal
20 Medical Solutions has two physical locations in San Diego County—Universal Medical
21 Solutions 1 and Universal Medical Solutions 2. According to California Secretary of State
22 records and Medicare enrollment forms, Universal Medical Solutions, LLC was owned by
23 BELL JR. and co-operated by BELL SR. and BELL JR.

24 13. CHS-1 was the owner of two call center companies, Chronos Strategies HLK
25 ("Chronos") and Pantheon Concepts HLK ("Pantheon). Chronos and Pantheon were
26 located in the Philippines.¹

²⁸ ¹ During CHS-1's period of cooperation with the government, CHS-1 was permitted to continue operating, which enabled CHS-1 to receive proceeds of hundreds

V. OVERVIEW OF THE MEDICARE FRAUD SCHEME

14. From on or about March 26, 2017 through April 9, 2019, BELL SR. and BELL JR., through their DME company Universal Medical Solutions, LLC, conspired with CHS-1, and CHS-1's call center companies, Chronos and Pantheon, and others, to defraud Medicare. BELL SR. and BELL JR. paid illegal kickback fees to CHS-1, in exchange for CHS-1 providing customers that are Medicare beneficiaries *along with* signed "completed doctors' orders" for medically unnecessary DME. Universal Medical Solutions coordinated with a third party to ship DME to Medicare beneficiaries and submitted claims to Medicare for payment.

15. A “completed doctor’s order” is a prescription signed by a doctor for orthotic devices including back, knee, shoulder and wrist braces.

16. As a result of this kickback scheme, between August 31, 2017 and March 5, 2019, Universal Medical Solutions transferred approximately \$967,472 in payments to Pantheon and Chronos.

17. Also between March 26, 2017 and April 9, 2019, Universal Medical Solutions billed Medicare \$49,450,994.63 for claims, which resulted in Medicare making payments of \$22,295,085.67 to Universal Medical Solutions.

18. The Medicare fraud scheme violates federal law in several respects: (1) the purchase of completed doctors' orders amounts to the payment of kickbacks in exchange for the referral of patients, in violation of federal anti-kickback statutes, and (2) the braces and DME supplied by the DME companies are largely medically unnecessary, and often unwanted and unused, constituting health care fraud on Medicare and other insurers.

11

11

of thousands of dollars or more from DME companies for doctors' orders and back-end services. CHS-1 has pleaded guilty to one count of conspiracy in violation of 18 USC 371 pursuant to a plea agreement with another federal jurisdiction. The plea agreement provides for a recommendation of probation from the government. CHS-1 agreed to pay at least \$40,000,000 in restitution.

1 THE MEDICARE PROGRAM

2 19. Medicare is a federal health care benefit program that provides benefits to
3 persons who are sixty-five years (65) years of age or older, or disabled. Medicare Part B is
4 a medical insurance benefit that covers medically necessary physician office services,
5 including the ordering of durable medical equipment (DME).

6 20. Durable medical Equipment (DME) includes arm, leg, back, and neck braces.
7 The Medicare Benefit Policy Manual (Publication 100-2), Chapter 15, Section 130
8 provides the definition of “braces” as “rigid or semi-rigid devices which are used for the
9 purpose of supporting a weak or deformed body member or restricting or elimination
10 motion in a diseased or injured part of the body.” To qualify for payment by Medicare, a
11 service or item must have been reasonable and necessary for the diagnosis or treatment of
12 an illness or injury or to improve the functioning of a malformed body member.

13 TELEMEDICINE

14 21. According to the Medicare Claims Processing Manual, Chapter 12,
15 Section 190, coverage and payment for Medicare telehealth requires (a) that the beneficiary
16 was located in a rural or health professional shortage area; (b) the services were delivered
17 via an interactive audio and video telecommunications system; and (c) the beneficiary was
18 at a practitioner’s office or a specified medical facility—not at a beneficiary’s
19 home—during the telehealth consultation.

20 22. These Medicare regulations govern reimbursement by Medicare for telehealth
21 consultation services. However, Medicare contractors have taken the position that the
22 failure to comply with these requirements may undermine a showing of medical necessity
23 when the telehealth consultation results in the ordering of DME—that is, that a telephone
24 consultation may be insufficient to establish the need for an orthotic brace. For example,
25 according to the Local Coverage Determination (LCD), in place nationally for services
26 performed on or after October 1, 2015, knee braces require an examination of the patient.
27 The LCD states that knee braces are medically necessary only where knee instability is
28 documented by an in-person examination of the beneficiary and by object description of

1 joint laxity. Claims are expressly *not* reasonable and necessary if only pain or a subjective
2 description of joint instability is documented. Back braces are covered only when they are
3 ordered: (1) to reduce pain by restricting mobility of the trunk; (2) to facilitate healing
4 following an injury to the spine or related soft tissues; (3) to facilitate healing following a
5 surgical procedure on the spine or related soft tissue; or (4) to otherwise support weak
6 spinal muscles and/or a deformed spine. Shoulder, wrist, and ankle braces must be
7 medically necessary for diagnosis of or to treat an injury or illness.

8 **PROVIDER ENROLLMENT**

9 23. By becoming a participating provider in Medicare, enrolled providers agree
10 to abide by the policies and procedures, rules, and regulations governing reimbursement.
11 To receive Medicare funds, enrolled providers, together with their authorized agents,
12 employees, and contractors, are required to abide by all provisions of the Social Security
13 Act, the regulations promulgated under the Act, and applicable policies, procedures, rules
14 and regulations issued by Centers for Medicare and Medicaid Services and its authorized
15 agents and contractors.

16 **VI. FACTS**

17 **CHS-1 and CHRONOS and PANTHEON**

18 24. CHS-1 was the owner of two call center companies, Chronos Strategies HLK
19 (“Chronos”), and Pantheon Concepts HLK (“Pantheon”), which were located in
20 the Philippines.

21 25. CHS-1 used his call centers, Chronos and Pantheon, to generate “leads” for
22 various types of businesses and to offer business process outsourcing services for various
23 types of businesses.

24 26. A primary source of income for Chronos and Pantheon was through an illegal
25 kickback and healthcare fraud scheme with DME companies operating in the United States.

26 27. As part of the illegal kickback and health care fraud scheme, Chronos and
27 Pantheon sold “completed doctors’ orders” to DME companies.

28 //

1 28. The illegal kickbacks Chronos and Pantheon received from the DME
2 companies for “completed doctors’ orders” was in violation of the Anti-Kickback statute
3 under Title 42, United States Code, Sections 1320a-7b. The Anti-Kickback statute
4 provides that it is a felony for an entity to knowingly and willfully offer or pay any
5 remuneration to induce a person to refer an individual for the furnishing of any item for
6 which payment may be made under a Federal health care program.

7 29. The illegal kickback and health care fraud scheme used advertisements
8 through television commercials, online internet advertisements, and direct mailing
9 targeting Medicare beneficiaries.

10 30. These advertisements offered braces at little to no cost for individuals covered
11 by Medicare. The advertisements provided individuals (and potential beneficiaries) with a
12 toll-free call-in number. If the individual called the number provided in the advertisement,
13 the call would be routed to CHS-1’s call center, Pantheon, located in the Philippines.

14 31. The employee at Pantheon who initially answered the call was known as a
15 “Fronter.” The Fronter would collect the caller’s information and confirm their Medicare
16 eligibility. Specifically, the Fronter would acquire the beneficiary’s name and other
17 identifiers, the type of pain and/or brace the caller-beneficiary was inquiring about, and the
18 caller’s Medicare ID number or other insurance information. While the beneficiary was
19 still on the line, the Fronter would verify, through a third-party vendor, the beneficiary’s
20 health insurance information.

21 32. The Fronter would also “brand” the call. The “branding process” involved
22 the use of an algorithm that would assign the caller beneficiary to a specific DME company.
23 The algorithm was based on a number of factors, including but not limited to: location of
24 the beneficiary, type of Medicare coverage (such as Medicare Advantage, etc.), type of
25 brace, and the DME’s escrow balance. The Fronter would then transfer the caller
26 beneficiary to what was known as a “Chaser.”

27 33. The Chaser would then answer the call with the Beneficiary and represent that
28 the Chaser was an employee of the “branded” DME company. For example, if the

1 beneficiary was branded for Universal Medical Solutions, LLC, the Chaser, a Pantheon
2 employee, would answer the call and misrepresent that the Chaser was an employee of
3 Universal Medical Solutions, LLC.

4 34. The Chaser would use a script and attempt to “upsell” and induce the
5 beneficiary into requesting additional braces as those braces would be covered by
6 insurance.

7 35. For example, CHS-1 schemed to “upsell” more braces to beneficiaries through
8 what was known as the “Iron Man Kit.” The “Iron Man Kit” consisted of two wrist braces,
9 two arm/shoulder braces, two knee braces, and one back brace.

10 36. CHS-1 eventually directed employees to stop “upselling” more than three
11 braces per beneficiary in order to avoid scrutiny from Medicare.

12 37. After determining the braces to be ordered, the Chaser would begin the
13 process of obtaining a signed doctor’s order for the brace or braces.

14 38. To obtain the signed order, the Chaser would facilitate the completion of a
15 doctor’s order by working with the beneficiary’s primary care physician or by connecting
16 the beneficiary with a telemedicine doctor.

17 39. Pantheon would encourage beneficiaries to use telemedicine doctors because
18 telemedicine doctors tend to return signed doctor’s orders more frequently than primary
19 care physicians. If the beneficiary insisted on using their primary care physician, the
20 Chaser would end the call with the beneficiary and attempt to obtain a signed order from
21 the primary care physician.

22 40. If the primary care physician declined to sign the order proscribing the brace,
23 the Chaser would call the beneficiary back and again attempt to have the beneficiary obtain
24 a doctor’s order for braces through a telemedicine doctor.

25 41. If the beneficiary agreed to speak with a telemedicine doctor, the Chaser
26 would, depending on the telemedicine company, either initiate a live transfer of the call to
27 a telemedicine representative or end the call and pass the beneficiary’s information to the
28 telemedicine company.

CHS-1 Conspires With BELL SR. And BELL JR.

42. CHS-1 met BELL SR. at a trade show in or about 2015.

43. At that time, CHS-1 was the owner of Pantheon and Chronos. BELL SR. and CHARLES BURRUSS were co-operators of a DME company, PA Healthcare.

44. Starting in 2016, BELL SR. and BURRUSS consistently purchased completed doctors' orders from CHS-1.

45. In 2016, BELL SR. and his son, BELL JR. opened a DME company, Universal Medical Solutions, LLC. BELL SR. and BELL JR. were the co-owners and operators of Universal Medical Solutions, LLC.

46. CHS-1, via Chronos and Pantheon, agreed to terms with BELL SR. and BELL JR., via Universal Medical Solutions, and executed “Marketing” and “Business Process Outsourcing” (“BPO”) agreements.

47. These Marketing and BPO agreements did not reflect the actual per product pricing structure used by Chronos, Pantheon, and Universal Medical Solutions. The Marketing and BPO agreements were instead executed to “paper-over” and hide the illegal kickback arrangements.

48. The actual pricing structure scheme operated as follows:

a. Universal Medical Solutions would request a certain number of products for a specific time period. For example, Universal Medical Solutions may request 700 products per month.

b. Universal Medical Solutions would then pay up-front with a deposit to Chronos and Pantheon for the total cost of those products. For this example, if Universal Medical Solutions ordered 700 products per month at a price of \$280 per product then Universal Medical Solutions would pay a total of price of \$196,000 (700 products x \$280 per product = \$196,000).

c. This payment amount (\$196,000 for example) from Universal Medical Solutions to Chronos and Pantheon would then be credited by Chronos/Pantheon in a type of escrow account.

1 49. As Chronos and Pantheon received calls from potential beneficiaries,
2 Medicare beneficiaries would be “branded” to Universal Medical Solutions (and other
3 DME companies), based, in part, on the balance credited to the escrow account for
4 payments made by Universal Medical Solutions to Chronos and Pantheon.

5 50. If Chronos and Pantheon obtained a signed doctor’s order, Chronos/Pantheon
6 would deduct \$280 from the escrow account for each product prescribed by the doctor’s
7 order. For example, if the doctor’s order prescribed a knee and a neck brace, Universal
8 Medical Solutions’ escrow account would be charged \$560 (2 products x \$280 = \$560).

9 51. Once Universal Medical Solutions’ deposits in the escrow account reached a
10 certain level, Chronos and Pantheon would generate invoices to Universal Medical
11 Solutions. The invoices did not reflect the \$280 per product pricing structure. Instead, the
12 invoices based the price as 75% to Marketing and 25% to Business Process Outsourcing
13 (BPO) fees. These invoices were generated after the fact and do not accurately reflect the
14 amount of Marketing or BPO services actually used to generate the product.

15 52. The invoices were created in order to disguise the true nature of the
16 relationship and agreement for Universal Medical Solutions to pay up front kickback fees
17 to Chronos and Pathenon in exchange for completed doctor’s orders that Universal Medical
18 Solutions used to submit Medicaid claims and falsely representing that it was purchasing
19 bona fide services.

20 53. Universal Medical Solutions paid Chronos and Pantheon \$280 per completed
21 doctor’s order (\$280 “per product”).

22 54. Numerous Medicare beneficiaries received orthotics braces from Universal
23 Medical Solutions 1 and 2. Numerous Medicare beneficiaries received orthotics braces
24 through completed doctors’ order despite not having been physically examined by the
25 prescribing physician.

26 55. If a doctor was consulted, the communication occurred over the telephone.
27 Medicare Beneficiaries did not communicate with a doctor in person or via video
28 //

1 conference. Many beneficiaries did not even recognize the name of the doctor who
2 supposedly proscribed their orthotics for a completed doctor's order.

3 56. In the below examples and others, Medicare beneficiaries did not receive an
4 examination from a doctor or even a video call from a doctor at a clinic. Rather, at most,
5 the Medicare beneficiaries only communicated a subjective reporting of pain to doctors
6 over the telephone. This practice is insufficient to establish "necessity" under Medicare
7 rules and regulations.

8 57. For example, Medicare beneficiary R.S. called a number that he saw on a
9 television commercial advertising back braces. R.S. called the number and provided his
10 contact information to the representative. R.S. was told that a doctor would call back. The
11 next day R.S. received a call from a doctor—that R.S. did not know—who asked if R.S.
12 had back problems. The doctor further told R.S. that R.S. was also eligible to receive a
13 knee brace. R.S. declined the knee brace but did submit his Medicare information to the
14 doctor for the back brace. Approximately three or four weeks later a back brace was
15 delivered by mail to R.S.' residence. R.S. did not know whether the knee brace was shipped
16 as well. R.S. tried the back brace but it did not alleviate his symptoms.

17 58. Medicare claims data shows that on December 20, 2017, Universal Medical
18 Solutions 1 submitted a claim in the amount of \$3,793.28 for a back brace, left knee brace,
19 and lower extremity left suspension sleeve for R.S. Medicare paid \$1,492.65 to Universal
20 Medical Solutions 1 for these items.

21 59. In another example, Medicare beneficiary D.J. filled out an online
22 questionnaire where D.J. disclosed that he had knee and back pain. After completing the
23 survey D.J. began receiving telephone calls from a company. D.J. does not recall the name
24 of the company. During one of the telephone calls D.J. requested the largest back brace
25 available. D.J. does not recall whether he spoke with a doctor during the call. D.J. received
26 the back brace from Universal Medical Solutions. The back brace did not fit D.J. so he
27 called Universal Medical Solutions to request a new back brace in a different size.
28 Universal Medical Solutions told D.J. to donate the back brace to church and that a new

1 back brace would be shipped to D.J. D.J. never received the new back brace. D.J.'s primary
2 physician has never prescribed medical braces for D.J.

3 60. Medicare claims data shows that on August 29, 2018, Universal Medical
4 Solutions 2 submitted a claim in the amount of \$5,071.23 for a back brace, right knee brace,
5 left knee brace and a left lower extremity suspension sleeve for D.J. Medicare paid
6 \$2,414.33 to Universal Medical Solutions 2 for these items.

7 61. In another example, Medicare beneficiary C.M. met an individual outside of
8 St. Vincent's Hospital in San Diego, who asked C.M. if he had a Medicare card and advised
9 C.M. that if he was a Medicare beneficiary that he could receive braces. C.M. stated that
10 he was interested in braces for his shoulder, back and right knee and gave the individual
11 his Medicare and Medi-Cal information. Soon thereafter C.M received two telephone calls
12 regarding the braces. One of the telephone calls was from a doctor who asked about C.M.'s
13 pain. The doctor did not examine C.M. C.M. later received a shipment via UPS of the
14 braces and a sleeve.

15 62. Medicare claims data shows that on August 29, 2018, Universal Medical
16 Solutions 2 submitted a claim in the amount of \$4,280.40 for a back brace, right knee brace,
17 left knee brace and a left lower extremity suspension sleeve for C.M. Medicare paid
18 \$2,341.16 to Universal Medical Solutions 2 for these items.

19 63. In a similar example, Medicare beneficiary M.N. was approached by an
20 individual outside of St. Vincent's Hospital in San Diego, who offered M.N. medical
21 braces. M.N told the individual that M.N. did not want to get involved with anything illegal.
22 M.N.'s provided his/her information to the individual and requested back, knee, and shoulder
23 braces. M.N. later told his/her primary care doctor about the braces. M.N.'s primary care
24 doctor told M.N. that a back brace is the worst thing to treat M.N.'s scoliosis. M.N. never
25 received the braces he/she requested.

26 64. Medicare claims data shows that on August 29, 2018, Universal Medical
27 Solutions 2 submitted a claim in the amount of \$4,280.40 for a back brace, a right
28 //

1 suspension sleeve, a left knee brace, and a right shoulder brace for M.N. Medicare paid
2 \$2,341.16 to Universal Medical Solutions 2 for these items.

3 65. In another example, Medicare beneficiary C.M.M. spoke on the telephone
4 with an individual who told C.M.M. that a doctor would be getting on the call as well.
5 C.M.M. told the doctor that he/she had back pain. After the call, C.M.M received boxes
6 containing a variety of braces. C.M.M returned the variety of braces to the company and
7 did not wear the back brace.

8 66. Medicare claims data shows that on July 7, 2018, Universal Medical Solutions
9 1 submitted a claim in the amount of \$3,703.43 for a back brace, right compression sleeve,
10 right knee brace, and left knee brace for C.M.M. shoulder braces for C.M.M. Medicare
11 paid \$2,419.33 to Universal Medical Solutions 2 for these items.

12 67. In another example, Medicare beneficiary S.D. saw a television commercial
13 advertising braces for Medicare patients. S.D. called to inquire about the braces. S.D. later
14 received a box of braces with a return shipping label address of Prospect Street, Santee,
15 California. Neither of S.D.'s primary care physicians ordered any medical braces for S.D.

16 68. Medicare claims data shows that on April 4, 2019, Universal Medical
17 Solutions 2 submitted a claim in the amount of \$3,478.55 for a back brace, right knee brace,
18 right compression sleeve and a right shoulder/wrist brace for S.D. Medicare paid \$2,395.03
19 to Universal Medical Solutions 2 for these items.

20 69. In September 2018, the Centers for Medicare and Medicaid Services (CMS),
21 partially suspended Universal Medical Solutions after a review of a sample of 40 claims
22 for back braces, based upon a finding that Universal Medicare had billed Medicare for
23 medically unnecessary orthotics devices.

24 70. Kickback Payment Figures: As a result of this kickback scheme, between
25 August 31, 2017 and March 5, 2019, bank accounts held in the name of Universal Medical
26 Solutions transferred approximately \$967,472.00 in payments to Pantheon and Chronos.

27 //
28 //

71. Claims Billed to Medicare: According to Medicare data, between March 26, 2017 and April 9, 2019, Universal Medical Solutions LLC billed Federal Health Care Programs for claims for approximately \$49,450,994.

72. Payments Received from Medicare: According to Medicare data, between March 26, 2017 and April 9, 2019, Universal Medical Solutions LLC received payment of approximately \$22,295,085.67 for these claims.

73. Wells Fargo Bank account number ##0285 and Wells Fargo Bank account number ##0293 were two of the accounts used by Universal Medical Solutions to receive deposits of \$22,295,085.67 from Federal Health Care Programs for claims.

BELL SR. AND BELL JR. ALSO USED OTHER MARKETERS FOR DOCTORS' ORDERS

74. In addition to Pantheon and Chronos, between August 31, 2017 and April 4, 2019, BELL SR. and BELL JR., through Universal Medical Solutions, paid the below amounts to the following “marketers” who created, sold, and/or conveyed completed doctors’ orders to DME companies in violation of federal anti-kickback laws and other federal law:²

MARKETING COMPANY	PAYMENTS BY UNIVERSAL MEDICAL SOLUTIONS TO MARKETING COMPANIES
Chronos Strategies HLK	\$672,000.00
Pantheon Concepts HLK	\$295,472.00
Marketing Company #1	\$4,521,000.00
Marketing Company #2	\$2,412,500.00
Marketing Company #3	\$320,405.00
Marketing Company #4	\$678,720.00

² Some of these marketing companies are currently under investigation, so their names are not disclosed here.

Marketing Company #5	\$50,000.00
Marketing Company #6	\$1,200,000.00
Marketing Company #7	\$1,254,100.00
Marketing Company #8	\$100,000.00
Marketing Company #9	\$56,250.00
Marketing Company #10	\$166,000.00

75. Altogether, Universal Medical Solutions made payments of approximately \$11,726,447 to the above marketing companies. Wells Fargo Bank account number ##0285 and Wells Fargo Bank account number ## 0293 were two of the accounts used by Universal Medical Solutions to make these payments.

WELLS FARGO BANK ACCOUNT NUMBER ##0293

76. Defendant is \$269,952.56 in U.S. currency seized from Wells Fargo Bank account number ##0293 on May 15, 2019 pursuant to a seizure warrant signed by the Honorable Michael S. Berg.

77. Wells Fargo Bank account number ##0293 was held in the name of Universal Medical Solutions, LLC. The signers on the account are BELL SR. AND BELL JR.

78. The funds deposited into Wells Fargo Bank account number ##0293 predominantly originate from Medicare.

79. Between November 14, 2018 and November 14, 2019, Medicare deposited over \$536,422.59 into Wells Fargo Bank account number ##0293.

80. Wells Fargo Bank account number ##0293 was utilized to facilitate promotional money laundering. Approximately \$2,586,800 of proceeds deposited into the account were used to further the fraud, through the purchase of completed doctors' orders from five marketing companies.

11

11

11

WELLS FARGO BANK ACCOUNT NUMBER ##0285

81. Defendant is \$536,422.59 in U.S. currency seized from Wells Fargo Bank account number ##0285 on April 8, 2019 pursuant to a seizure warrant signed by the Honorable Andrew G. Schopler.

82. Wells Fargo Bank account number ##0285 was held in the name of Universal Medical Solutions, LLC. The signers on the account are BELL SR. and BELL JR.

83. The funds deposited into Wells Fargo Bank account number ##0285 predominantly originate from Medicare.

84. Between November 14, 2018 and November 14, 2019, Medicare deposited over \$536,422.59 into Wells Fargo Bank account number ##0285.

85. Wells Fargo Bank account number ##0285 was utilized to facilitate promotional money laundering. Approximately \$3,110,000 of proceeds deposited into the account were used to further the fraud through the purchase of completed doctors' orders from five marketing companies.

REAL PROPERTY PURCHASED WITH FORFEITABLE PROCEEDS

86. The Defendant Real Property located at 5034 Bluff Place, El Cajon, California 92020, is owned by BELL SR. and Tamara Sherra Bell.

87. The Defendant Real Property was purchased with funds from Wells Fargo Bank account number ending in ##0335. Wells Fargo Bank account number ##0335 was held in the name of Pharmafind Inc. The sole signer on the account was BELL SR.

88. The funds deposited into Wells Fargo Bank account number ##0335 predominantly originate from funds transfers made from Medicare to other DME companies associated with Bell SR. and Bell JR.

89. On January 24, 2019, \$72,000 was wired from Wells Fargo Bank account number ##0335 to Great Pacific Escrow for the purchase of the Defendant Real Property.

90. On March 5, 2019, \$477,531 was wired from Wells Fargo Bank account number ##0335 to Great Pacific Escrow for the purchase of the Defendant Real Property.

11

1 91. The total amount of funds wired on January 4, 2019 and March 5, 2019 from
2 Wells Fargo Bank account number ##0335 to Great Pacific Escrow for the purchase of the
3 Defendant Real Property was \$549,531.

4 92. Funds from Wells Fargo Bank account number ##0293: Between the date of
5 the ##0335 account opening on September 13, 2018 and March 5, 2019, Wells Fargo Bank
6 account number ##0293 (referenced in paragraphs above) deposited approximately
7 \$718,750.00 into Wells Fargo Bank account number ##0335.

8 93. Funds from Wells Fargo Bank account number ##0285: Between the date of
9 the ##0335 account opening on September 13, 2018 and March 5, 2019, Wells Fargo Bank
10 account number ##0285 (referenced in paragraphs above) deposited approximately
11 \$400,000.00 into Wells Fargo Bank account number ##0335.

12 94. Total funds from Wells Fargo Bank Account number ##0293 and ##0285:
13 Between the date of the ##0335 account opening on September 13, 2018 and March 5,
14 2019, Wells Fargo Bank account number ##0293 and Wells Fargo Bank account
15 number ##0285 deposited approximately \$1,118,750.00 into Wells Fargo Bank account
16 number ##0335.

17 95. Funds from Universal Medical Solutions: Between the date of the ##0335
18 account opening on September 13, 2018 and March 5, 2019, Universal Medical Solutions
19 deposited approximately \$15,609.70 into Wells Fargo Bank account number ##0335.

20 96. Funds from PA Healthcare: Between the date of the ##0335 account opening
21 on September 13, 2018 and March 5, 2019, PA Healthcare deposited approximately
22 \$186,000 into Wells Fargo Bank account number ##0335. PA Healthcare was a DME
23 company co-operated by BURRUSS and BELL SR.

24 97. Funds from Crown Medical: Between the date of the ##0335 account opening
25 on September 13, 2018 and March 5, 2019, Crown Medical deposited approximately
26 \$20,000 into Wells Fargo Bank account number ##0335. Crown Medical was a San Diego
27 DME company owned by Michelle King and operated by Michelle King and her husband
28 Philanzo King. FBI Agents know the Kings to be friends of BELL SR.

98. Funds from PharmaFind: Between the date of the ##0335 account opening on September 13, 2018 and March 5, 2019, PharmaFind deposited over \$86,600 into Wells Fargo Bank account number ##0335. According to California Secretary of State records, PharmaFind was a Marketing And Management company owned by BELL SR. The funds received by this PharmaFind account primarily originate from other DME accounts tainted by the healthcare fraud.

VI. CLAIM FOR RELIEF

COUNT 1

Defendant \$267,422.59 in U.S. Currency Seized From Wells Fargo Bank Acct. #0293

99. The United States incorporates by reference the allegations in paragraphs one (1) through ninety-eight (98) above as though fully set forth herein.

100. The Defendant is \$267,422.59 in U.S. currency seized from Wells Fargo Bank account number ending in ##0293 is property that constitutes or is derived from proceeds traceable to the below violations and is therefore, subject to forfeiture to the United States in accordance with Title 18, United States Code, Section (a)(1)(C) and Title 18, United States Code, Section 981(a)(1)(A).

101. The Defendant constitutes forfeitable proceeds under Title 18, United States Code, Section 981(a)(1)(C), as any property, real or personal, which constitutes or are derived, from proceeds traceable to Defendants' violations of Title 18, United States Code, Section 1349 (Conspiracy to Commit Wire/Mail Fraud and Health Care Fraud); and (Conspiracy to Commit Wire Fraud and Health Care Fraud); and Title 18, United States Code, Section 1347 (Health Care Fraud); and Title 42, United States Code, Section 1320-7b(b)(2)(A) (Anti-Kickback Statute); and Title 18, United States Code, Section 1956 (Laundering Monetary Instruments); and Title 18, United States Code, Section 1957 (Transacting in Criminal Proceeds); or any violation of any offense constituting a "specified unlawful activity" as defined in Title 18, United States Code, Section 1956(c)(7), or a conspiracy to commit such offense.

11

102. The Defendant is also subject to forfeiture under Title 18, United States Code, Section 981(a)(1)(A) as any property, real or personal, involved in a transaction or attempted transaction in violation of Title 18, United States Code, Section 1956, or Title 18, United States Code, Section 1957.

COUNT 2

Defendant \$536,422.59 in U.S. Currency Seized From Wells Fargo Bank Acct. #0285

103. The United States incorporates by reference the allegations in paragraphs one (1) through ninety-eight (98) above as though fully set forth herein.

104. The Defendant is \$536,422.59 in U.S. currency seized from Wells Fargo Bank account number ending in ##0285 is property that constitutes or is derived from proceeds traceable to the below violations and is therefore, subject to forfeiture to the United States in accordance with Title 18, United States Code, Section (a)(1)(C) and Title 18, United States Code, Section 981(a)(1)(A).

105. The Defendant constitutes forfeitable proceeds under Title 18, United States Code, Section 981(a)(1)(C), as any property, real or personal, which constitutes or are derived, from proceeds traceable to Defendants' violations of Title 18, United States Code, Section 1349 (Conspiracy to Commit Wire/Mail Fraud and Health Care Fraud); and Title 18, United States Code, Section 1347 (Health Care Fraud); and Title 42, United States Code, Section 1320-7b(b)(2)(A) (Anti-Kickback Statute); and Title 18, United States Code, Section 1956 (Laundering Monetary Instruments); and Title 18, United States Code, Section 1957 (Transacting in Criminal Proceeds); or any violation of any offense constituting a "specified unlawful activity" as defined in Title 18, United States Code, Section 1956(c)(7), or a conspiracy to commit such offense.

106. The Defendant is also subject to forfeiture under Title 18, United States Code, Section 981(a)(1)(A) as any property, real or personal, involved in a transaction or attempted transaction for Defendants' violations of Title 18, United States Code, Section 1956 and Title 18, United States Code, Section 1957.

11

COUNT 3

Defendant Real Property Located at 5034 Bluff Pl, El Cajon, CA 92020

107. The United States incorporates by reference the allegations in paragraphs one (1) through ninety-eight (98) above as though fully set forth herein.

108. The Defendant Real Property is located at 5034 Bluff Pl El Cajon, CA 92020, more particularly described as:

APN: 493-400-57-00

PARCEL A:

PARCEL 4 OF PARCEL MAP NO. 1155, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 14, 1972, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A PORTION OF TRACT "A" OF RANCHO EL CAJON, AND BEING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

PARCEL B:

AN EASEMENT AND RIGHT OF WAY FOR GENERAL ROAD PURPOSES OVER THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF LOT "A" OF THE RANCHO EL CAJON, BEING
ALSO A PORTION OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 1
WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN
DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 14,
DISTANT THEREON SOUTH $89^{\circ} 17'$ EAST, 653 FEET FROM THE
QUARTER CORNER OF THAT SAID SOUTH LINE OF SAID SECTION
14; THENCE SOUTH $89^{\circ} 17'$ EAST ALONG THE SAID SOUTH LINE OF
SAID SECTION 14,210 FEET; THENCE NORTH $0^{\circ} 06'$ WEST
PARALLEL WITH THAT LINE OF THE SOUTHEAST QUARTER OF
SAID SECTION 14, 550 FEET TO THE SOUTHEAST CORNER OF THE
LAND CONVEYED TO ROBERT LIVESEY AND LETHA M. LIVESEY,
BY DEED DATED MARCH 1, 1927, RECORDED IN BOOK 1340, PAGE
124 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE NORTH

1 89° 17' WEST ALONG THE SOUTH LINE OF THE LAND SO
2 CONVEYED TO SAID LIVESEY, 210 FEET TO THE SOUTHWEST
3 COMER OF SAID LIVESEYS' LAND; THENCE SOUTH 0° 06' EAST, 550
4 FEET TO THE POINT OF BEGINNING.

5 PARCEL C:

6 AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS
7 OVER THE WEST 30 FEET OF LOT 35 OF HORIZON HILLS ESTATES
8 UNIT NO. 1, IN THE COUNTY OF SAN DIEGO STATE OF
9 CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3658, FILED IN
10 THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY,
11 JUNE 5, 1957.

12 109. The Defendant Real Property is property that constitutes or is derived from
13 proceeds traceable to the below violations and is therefore, subject to forfeiture to the
14 United States in accordance with Title 18, United States Code, Section (a)(1)(C) and
15 Title 18, United States Code, Section 981(a)(1)(A).

16 110. The Defendant Real Property constitutes forfeitable proceeds under Title 18,
17 United States Code, Section 981(a)(1)(C), as any property, real or personal, which
18 constitutes or are derived, from proceeds traceable to Defendants' violations of Title 18,
19 United States Code, Section 1349 (Conspiracy to Commit Wire/Mail Fraud and Health
20 Care Fraud); and Title 18, United States Code, Section 1347 (Health Care Fraud); and
21 Title 42, United States Code, Section 1320-7b(b)(2)(A) (Anti-Kickback Statute); and
22 Title 18, United States Code, Section 1956 (Laundering Monetary Instruments); and
23 Title 18, United States Code, Section 1957 (Transacting in Criminal Proceeds); or any
24 violation of any offense constituting a "specified unlawful activity" as defined in Title 18,
25 United States Code, Section 1956(c)(7), or a conspiracy to commit such offense.

26 111. The Defendant Real Property is also subject to forfeiture under Title 18,
27 United States Code, Section 981(a)(1)(A) as any property, real or personal, involved in a
28 transaction or attempted transaction for Defendants' violations of Title 18, United States
Code, Section 1956 and Title 18, United States Code, Section 1957.

//

112. The Defendant Real Property was purchased on January 31, 2019, with
forfeitable fraud proceeds and involved in money laundering transactions.

113. The Defendant Real Property is owned by ANTHONY DUANE BELL SR. and TAMARA SHERRA BELL, husband and wife, as joint tenants. The Defendant Real Property has not been seized but is located within the jurisdiction of the Court. The United States does not request authority from the Court to seize the Defendant Real Property at this time. The United States will, as provided by Title 18, United States code, Section 985(b)(1) and (c)(1), and Supplemental Rule G(4):

- a. post notice of this action and a copy of the Complaint on the Defendant Real property; and

b. serve notice of this action on the Defendant Real Property owner(s), and any other person or entity who may claim an interest in the Defendant Real Property, along with a copy of this Complaint; and

- c. file a *lis pendens* in county records of the Defendant Real Property's status as a Defendant in this *in rem* action; and

d. publish notice of action as required by statute and applicable rules.

WHEREFORE, the United States prays that due process issue to enforce the forfeiture of the Defendants and that due notice be given to all interested parties to appear and show cause why said forfeiture should not be declared, that the Defendants be condemned as forfeited to the United States to be disposed of according to law, and for such other relief as this Court may deem just and proper.

DATED: November 13, 2019

Respectfully submitted,

ROBERT S. BREWER, JR.
United States Attorney

s/*David J. Rawls*
DAVID J. RAWLS
Assistant United States Attorney
Attorneys for the United States

VERIFICATION

I, Melissa Plowman, state and declare as follows:

3 1. I am a Special Agent with the Federal Bureau of Investigation, and am one of
4 the federal law enforcement officers involved in this investigation.

2. I have read the foregoing Complaint For Forfeiture and know its contents.

6 3. The facts set forth in the Complaint For Forfeiture are based upon my own
7 knowledge or were facts furnished to me by other United States federal, state, or local law
8 enforcement personnel, civilian witnesses, or other official Government sources.

9 Based on this information, I believe the allegations in the Complaint For Forfeiture
10 to be true.

11 I declare under penalty of perjury that the foregoing is true and correct, to the best
12 of my knowledge and belief.

Executed on November 15, 2019.

MELISSA PLOWMAN, SPECIAL AGENT
FEDERAL BUREAU OF INVESTIGATION